

1
2
3 BILL NO. S-75-05-27

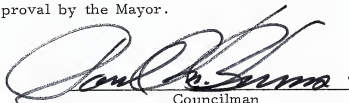
4 SPECIAL ORDINANCE NO. S- 97-75


5 AN ORDINANCE approving a contract with NORTH
6 EASTERN ENTERPRISES, INC. for Sewer Extension
7 in Walden Addition, Section III

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract dated April 9, 1975, between the
11 City of Fort Wayne, by and through its Mayor and the Board of Public Works
12 and NORTH EASTERN ENTERPRISES, INC., for construction of a sanitary sewer
13 in Walden Addition, Section II. Said sewer will be of no cost to the City and
14 will benefit to the City by receipt of area connection charges as well as
15 monthly sewage charges from new customers, all as more particularly set
16 forth in said Contract which are on file in the Office of the Board of Public
17 Works, and is by reference incorporated herein, made a part hereof and is
18 hereby in all things ratified, confirmed and approved.

19
20 SECTION 2. This Ordinance shall be in full force and effect from
21 and after its passage and approval by the Mayor.

22
23
24 
Councilman

25
26
27
28
29
30
31
32
33 APPROVED AS TO FORM
34 AND LEGALITY,
35 
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City of Televis (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 5-13-75

Charles W. Westernman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Melico, and duly adopted, placed on its passage. Passed ~~(lost)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	✓				
HINGA	✓				
KRAUS	✓				
MOSES	✓				
NUCKOLS				✓	
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-27-75

Charles W. Westernman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) ~~(Special)~~ (Appropriation) Ordinance (Resolution, No. S-97-75 on the 27th day of May, 1975.

Charles W. Westernman (SEAL)
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of May, 1975, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westernman
CITY CLERK

Approved and signed by me this 28th day of May, 1975, at the hour of 11:30 o'clock A. M., E.S.T.

John A. Lutz
MAYOR

Bill No. S-75-05-27

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with NORTH EASTERN ENTERPRISES, INC. for
Sewer Extension in Walden Addition, Section III

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 88 PASS

Paul M. Burns - Chairman

Donald J. Schmidt - Vice - Chairman

Winfield C. Moses, Jr.

William T. Hinga

Eugene Kraus, Jr.

William T. Hinga

Eugene Kraus

MADE A MATTER OF RECORD

DATE 5-27-78 CHARLES W. WESTERMAN, CITY CLERK

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate this 9 day of April, 1975, be and between NORTH EASTERN ENTERPRISES, INC., hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City",

W I T N E S S E T H:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

Main Sanitary Sewer #2:

Commencing at a bulk head located $5 \pm$ L.F. North and $5 \pm$ L.F. East of the North-west corner of Lot #99 in Walden, Section II; thence Northwesterly $124 \pm$ L.F. to proposed manhole "W"; thence continuing Northwesterly $205 \pm$ L.F. to proposed manhole "X"; thence continuing Northwesterly within the right-of-way of Bristers Spring Run a distance of $155 \pm$ L.F. to proposed manhole "Y"; thence West a distance of $370 \pm$ L.F. to proposed manhole "Y-Y"; thence continuing West a distance of $165 \pm$ L.F. to proposed manhole "Z"; thence continuing West a distance of $110 \pm$ L.F. terminating at a proposed cleanout;

Sanitary Lateral "W":

Commencing at the above mentioned manhole "W"; thence Westerly within the right-of-way of Heywood Cove a distance of $400 \pm$ L.F. to proposed manhole "W-1"; thence continuing Westerly within said right-of-way a distance of $120 \pm$ L.F. terminating at a proposed cleanout;

Sanitary Lateral "Z":

Commencing at the above mentioned manhole "Z"; thence Southwesterly a distance of $400 \pm$ L.F. to proposed manhole "Z-1"; thence continuing Southwesterly a distance of $160 \pm$ L.F. terminating at a proposed cleanout;

Sanitary Lateral "Y":

Commencing at the above mentioned manhole "Y"; thence Northerly within the right-of-way of Deer Cove Place a distance of $400 \pm$ L.F. to proposed manhole "Y-1"; thence continuing Northerly in an easement 14 feet in width off of Lots Numbered 180 and 181 in Walden, Section III, a distance of $150 \pm$ L.F. terminating at a proposed bulkhead;

Sanitary Lateral "X":

Commencing at the above mentioned manhole "X"; thence North Easterly within the right-of-way of Andro Drive a distance of $120 \pm$ L.F. terminating at a proposed bulkhead;

Sanitary Lateral "Y-Y":

Commencing at the above mentioned manhole "Y-Y"; thence North a distance of $190 \pm$ L.F. terminating at a proposed bulkhead, said bulkhead being at the South property line of the Fort Wayne Community Schools Property.

in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Sewer Utilities of the City, and known as Sanitary Sewers to serve Walden Subdivision, Section III, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve only the land in which the Developer has or has had an interest.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be non-compliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate:

A part of the Southeast quarter of Section 28, Township 31 North, Range 13 East, Allen County, Indiana, more fully described as follows:

Commencing at the Northeast corner of the Southeast quarter of Section 28, Township 31 North, Range 13 East; thence along the North line of the Southeast quarter of said Section 28, North 89 degrees 03 minutes West a distance of 792.0 feet; thence South 0 degrees 57 minutes 00 seconds West a distance of 330.0 feet; thence North 89 degrees 03 minutes 00 seconds West a distance of 103 feet to the point of beginning;

thence South 0 degrees 57 minutes 00 seconds West a distance of 510.0 feet; thence South 34 degrees 25 minutes 54 seconds East a distance of 342.96 feet to the Northwest corner of lot number 89 of Walden, Section II, a subdivision in the aforesaid Section, Township, and Range; thence along the Northerly and Westerly boundary of Walden, Section II, by the following courses:

South 16 degrees 35 minutes 16 seconds West a distance of 113.21 feet

South 80 degrees 57 minutes 10 seconds West a distance of 134.0 feet

South 9 degrees 02 minutes 50 seconds East a distance of 16.0 feet

South 80 degrees 57 minutes 10 seconds West a distance of 310.0 feet

South 69 degrees 22 minutes 56 seconds West a distance of 359.86 feet

South 57 degrees 10 minutes 08 seconds West a distance of 115.0 feet

South 5 degrees 17 minutes 05 seconds West a distance of 175.18 feet

South 69 degrees 44 minutes 35 seconds West a distance of 126.28 feet

South 77 degrees 16 minutes 39 seconds West a distance of 176.0 feet

thence North 61 degrees 10 minutes 01 seconds West a distance of 44.5 feet along the Northerly boundary of lot number 138 of Walden, Section II; thence diverging from said subdivision boundary North 00 degrees 25 minutes 39 seconds West a distance of 360.63 feet

thence North 16 degrees 24 minutes 29 seconds East a distance of 472.63 feet; thence

North 8 degrees 20 minutes 14 seconds East a distance of 285.05 feet; thence South

87 degrees 34 minutes 00 seconds East a distance of 459.2 feet; thence North 0 degrees

57 minutes 00 seconds East a distance of 342.0 feet to a point situated South 0 degrees

57 minutes 00 seconds West a distance of 330.0 feet from the North line of the Southeast quarter of Section 28 aforementioned; thence South 89 degrees 03 minutes 00 seconds

East on a line parallel with and 330 feet South of the said North line a distance of 425.0 feet to the point of beginning containing 22.67 acres more or less. The above

described real estate to be subject to a park to be deeded to the Walden Community Association, Inc., said park noted in Walden, Section III as Block "C" and containing 2.85 acres more or less.

Therefore, the amount of assessable area to developer for the described real estate contains 19.82 acres.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the

present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City Sewer mains and treatment of sewage therefrom.

An area connection charge of \$300.00 per acre must be paid to City at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by City for sewer line pertaining to Pierson Ditch Interceptor - Resolution No. 145-1064 and Resolution No. 146-1964, adopted by resolution of the Board of Works on September 14, 1964.

5. BOND

This contract is subject to Developer furnishing a satisfactory Guaranty Bond for 100% of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

NORTH EASTERN ENTERPRISES, INC.

By: 

J. L. Zehr

CITY OF FORT WAYNE, INDIANA

By: 

Ivan A. Lebanoff, Mayor

BOARD OF PUBLIC WORKS

[Signature]
Carl E. O'Neal

ATTEST:

Edna L. Smith
Clerk

Approved as to form and legality

[Signature]

This instrument prepared by JOSEPH L. ZEHR.

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mayor Ivan A. Lebamoff, Jerry D. Boswell & Carl E. O'Neal, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 9th day of April, 1975.

Anna J. Fox

My Commission Expires: March 6, 1976

DIGEST SHEET



S-75-05-27

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers Agreement between City and North Eastern Enterprises, Inc. which Agreement provides for construction of sanitary sewer facilities to serve Walden Addition, Section III.

Construction will be handled by the developer and all costs, including City engineering and inspection fees, will be paid by the developer.

After construction and acceptance by City, the lines will become property of the City.

EFFECT OF PASSAGE Extension of City sewer facilities which will provide additional revenue to the Sewer Utility.

EFFECT OF NON-PASSAGE Would be a refusal on part of City to accept sewage from area City is equipped to handle.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) No cost to City. City will benefit by receipt of area connection charges as well as monthly sewage charges from new customers.

ASSIGNED TO COMMITTEE

City Utilities